

AG Contract No. KR02-1439TRN
ADOT ECS File No. JPA 02-79
5-Year Item # 83003
Project: AC-NH-060-B(6)B
TRACS No.: H5532 01C
Section: US 60, Grand Ave/
43rd Ave/Camelback Road
(Grand Avenue Overpass)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

102906

THIS AGREEMENT is entered into 04 September, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In conjunction with the State's roadway construction improvements of US 60, Grand Avenue Overpass at 43rd Avenue/ Camelback Road, the City requests the State incorporate the design and construction of aesthetic retaining wall treatment for all walls within the City boundary at the 43rd Avenue/Camelback Road intersection, at a lump sum cost of \$103,305.00, herein referred to as the "Project". A summary of the costs associated with the Project, totaling \$103,305.00, is detailed on Exhibit A, attached hereto and made a part hereof. Items include a fixed cost of fourteen percent (14%) for construction engineering and administration costs and five percent (5%) for engineering administration. The purpose of this agreement is to define each party's responsibility.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25461
Filed with the Secretary of State
Date Filed: 09/04/02
Betsy Bayless
Secretary of State

By: Dwight J. Greenwald

II. SCOPE OF WORK

1. The State:

a. Upon execution of this agreement, will invoice the City, a lump sum amount of \$103,305.00 for the City's total participation of the Project, which includes a fixed rate of 14% for construction engineering and administration and 5% for design engineering administration, shown on Exhibit "A".

b. Will provide to State standards design plans, specifications and other such documents and services required for the bidding and construction of the Project.

c. Will agree to be authorized agent for the City. On behalf of the City and with the City's written concurrence, the State will call for bids, award one or more contracts to accomplish the Project; administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Upon completion, approve and accept the referenced Project on behalf of the parties hereto, as complete.

2. The City:

a. Upon execution of this agreement, will remit to the State, a lump sum amount of \$103,305.00 for the City's total participation of the Project, which includes a fixed rate of 14% for construction engineering and administration and 5% for design engineering administration, shown on Exhibit "A".

b. Will and does hereby designate the State, as authorized agent for the City. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Will be responsible for any City requested contract modifications associated with the Project made after bid opening, over and above the lump sum amount shown in this agreement.

c. Upon completion and acceptance of the referenced Project by the State, provide maintenance to the Project. Maintenance responsibilities will be detailed in the Master Maintenance Agreement (JPA 90-19 and all subsequent amendments) attached hereto by reference. *(On file at the City Clerk's office and Secretary of State.)*

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to advertisement of the Project, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Phoenix
Arts Commission / City Hall
200 West Washington St., 10th Floor
Phoenix, AZ 85003
FAX: (602) 262-6914

For Billing Issues:

Arizona Department of Transportation
Cost Accounting
206 South 17 Avenue, MD 204B
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Phoenix
Finance Department / Goode Building
51 West Washington Street
Phoenix, AZ 85003
FAX: (602) 262-6914

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By Philip Jones
PHILIP JONES, DIRECTOR
Arts Commission

STATE OF ARIZONA
Department of Transportation

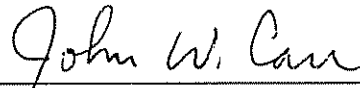
By Daniel S. Lance
DANIEL S. LANCE, P.E.
Deputy State Engineer

By Suzanne Martin
DEPUTY City Clerk

RESOLUTION

BE IT RESOLVED on this 1st day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, enter into an agreement with the CITY OF PHOENIX, for the purpose of defining responsibilities for incorporating aesthetic retaining wall treatment, of all walls within the City's boundary, to the State's construction improvements of US 60 Overpass at 43rd Avenue/Camelback Road

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.

A handwritten signature in cursive script that reads "John W. Carr".

JOHN W. CARR, P.E. Staff Engineer
Development
for VICTOR M. MENDEZ, Director

ORDINANCE NO. S-29260

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO DESIGN AND CONSTRUCT ART ENHANCEMENTS TO THE GRAND AVENUE OVERPASS LOCATED NEAR 43RD AVENUE AND CAMELBACK ROAD; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation to design and construct art enhancements to the Grand Avenue overpass located near 43rd Avenue and Camelback Road.

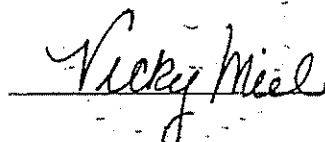
SECTION 2. The City Controller is authorized to disburse funds in the amount not to exceed ONE HUNDRED THREE THOUSAND THREE HUNDRED FIVE DOLLARS (\$103,305.00) for purposes of this Ordinance.

PASSED by the Council of the City of Phoenix this 26th day of June, 2002.



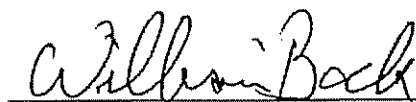
ACTING MAYOR

ATTEST:



City Clerk

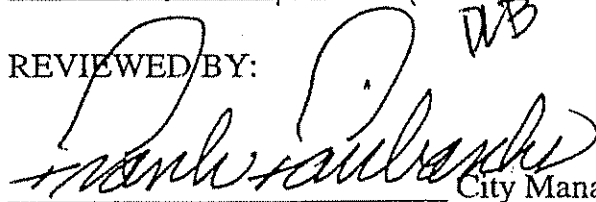
APPROVED AS TO FORM:



ACTING
City Attorney

WB

REVIEWED BY:



City Manager

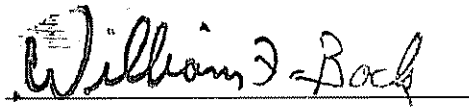
CITY CLERK DEPT.
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JUN 26 AM 10:11

JPA 02- 079

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2002.



ACTING
PLB

Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-168
Direct: (602) 542-885
Fax: (602) 542-364

MAIN PHONE : (602) 542-168C
FACSIMILE : (602) 542-3646

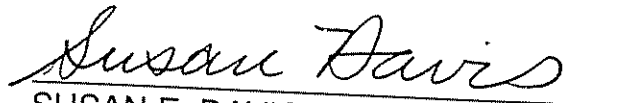
**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR02-1439TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 26, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.

754745

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

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Complete this form per O.P. 1.906 and A.R. 4.11.

Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action:		OR	Legal Document:	
	Bid Award	<input type="checkbox"/>		Ordinance	<input checked="" type="checkbox"/>
	License Application	<input type="checkbox"/>		Resolution	<input type="checkbox"/>
	Public Hearing	<input type="checkbox"/>			
	Other	<input type="checkbox"/>		Emergency Clause? (for use only w/ord. or res. requests)	<input type="checkbox"/>
IMPACTED DISTRICT(S)	DISTRICT 5		ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?		<input type="checkbox"/>
SUBJECT	INTERGOVERNMENTAL AGREEMENT - CITY OF PHOENIX & ADOT, 43RD AVE./CAMELBACK RD./GRAND AVE. ART ENHANCEMENTS				
REQUESTED AGENDA DATE	6/26/2002	PREPARED BY	Name <u>Ray Dovalina, P. E.</u> Department <u>Street Transportation</u> Phone <u>495-5817</u>		
APPROVALS	Division Head:	J. Donald Herp, P. E.	If prepared for another department: Department Name: <u>Arts Commission</u> Approval: <u>Phil Jones</u>		
	Department Head:	Thomas E. Callow, P. E.			
BID AWARD INFORMATION	Bid Surety Required?	<input type="checkbox"/>	Performance Surety Required <input type="checkbox"/>		
	Submitted by Low Bidder?	<input type="checkbox"/>	Amount? _____		
	Contract Required?	<input type="checkbox"/>	Requisition No. _____		
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/>				
	If Yes, Current Contract No. _____				
	Approved by:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/>	on Date: _____		
BUDGET INFORMATION	\$ <u>103,305.00</u>		To Be Encumbered? <input checked="" type="checkbox"/>		
	Source of Funds:		Fiscal Year? <u>2003</u>		
	AHUR - Percent for the Arts Program _____				
	Fund Center(s) (SAP-FM):		ST85000012-1		
	Commitment Item(s) (SAP-FM):		510162		
	Availability of Funds Approval <u>Lauri L. Wingenroth</u>				
CITY MANAGER'S OFFICE	Approved by <u>Jack Tevlin, Deputy City Manager 6/13/02</u> <u>George Flores, Deputy City Manager 6/14/02</u>			CM Control No. <u>42</u>	
CITY CLERK DEPARTMENT	Council Action Taken: <u>Adopted</u>				
	Ordinance Number: <u>S-29260</u>		RCA No. <u>39051</u>		
	Resolution Number: _____		Contract No. <u>102906</u>		
	Comments: _____		Meeting Date <u>6/26/2002</u>		
			Item No. <u>190</u>		

ITEM**DISTRICT 5****INTERGOVERNMENTAL
AGREEMENT - CITY OF
PHOENIX & ADOT, 43RD
AVE./CAMELBACK RD./GRAND
AVE. ART ENHANCEMENTS**

Request to authorize the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the 43rd Avenue/Camelback Road/Grand Avenue overpass art enhancements for the design, construction administration, and construction phases. Further request authorization for the City Controller to disburse \$103,305 for purposes of this Ordinance.

The artist team of Jim Hirschfield and Sonya Ishii was selected to design artistic elements for the new overpass at Grand Avenue and Camelback Road, which is part of the Arizona Department of Transportation improvements on the Grand Avenue corridor. The artist team developed artistic enhancements to the bridge structure and surrounding landscape and hardscape of the overpass. The design enhances the retaining walls of the overpass through a combination and juxtaposition of different surface textures to echo desert vistas. The IGA is to pay ADOT for incorporating the City's art enhancements into the Grand Avenue overpass project and provide construction administration and construction services that involve the texture designs of the retaining walls only.

Funding

This IGA is between ADOT and the City of Phoenix for the design, construction administration, and construction phases of the 43rd Avenue/Camelback Road/Grand Avenue overpass art enhancements.

ST85000012-1 0007 AHUR \$103,305

The art enhancement is a multijurisdictional effort involving ADOT, the City of Glendale, and the City of Phoenix. The City of Glendale is providing their own financial funding for their portion of the art enhancement.

Citizen Notification

ADOT has provided public notification to the residents in the area. Also, City staff held two public meetings on December 2, 2000 at the Alhambra District Office and October 20, 2001 at Palo Verde Branch Library and discussed the design proposal with the community.

EXHIBIT A
SUMMARY

GRAND AVENUE CORRIDOR
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF PHOENIX ENHANCEMENTS

ITEM	COST		DESCRIPTION
	DESIGN	CONSTRUCTION	
43RD AVENUE LUMP SUM FOR AESTHETIC RETAINING WALL TREATMENT	\$32,996	\$60,227	Agreed upon Lump Sum Cost for Aesthetic retaining wall treatment for portion of walls within City of Phoenix boundary (10,260sf of 29,312sf).
Sub-Total:	\$32,996	\$60,227	\$93,223
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$8,432	Construction Engineering and Administration was calculated on a percentage basis of the construction cost of the above item.
5% DESIGN ENGINEERING ADMINISTRATION	\$1,650	\$0	Engineering Administration was calculated on a percentage basis of the design cost of the above item.
TOTAL:	\$34,646	\$68,659	\$103,305

EXHIBIT A SUMMARY BACKUP

Final Lump Sum Cost
JPA 02-79
Date: 08/01/2002

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	43rd AVENUE - AESTHETIC RETAINING WALL TREATMENT				
2	LUMP SUM AMOUNT				
3					
4	9140128 RETAINING WALL (MSE)	SQ. FT.	10,260	\$5.00	\$51,300.00
5					
6					
7	SUBTOTAL CONSTRUCTION COST (1)				\$51,300.00
8					
9	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	2.40%	\$1,232.00
10	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	2.90%	\$1,488.00
11	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2.10%	\$1,077.00
12	MOBILIZATION SHARE ⁴	L.SUM	1	10.00%	\$5,130.00
13					
14	SUBTOTAL CONSTRUCTION COST (2)				\$60,227.00
15	DESIGN ENGINEERING				\$32,996.00
16	TOTAL COST				\$93,223.00
17					
18					
19					

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the above items.
2. Construction Surveying and Layout was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the above item.
3. Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the above items.
4. Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the above items.